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SIXTH DRAFT

UNITED STATES INTELLIGENCE BOARD  
COMMITTEE ON DOCUMENTATION

CODIB \_\_\_\_\_

Agreement For Implementing USIB Policy On Release of  
Intelligence to Contractors Of USIB Organizations

1. This agreement implements the policy on release of intelligence to contractors of USIB organizations adopted by the United States Intelligence Board on \_\_\_\_\_ (authority)

2. Definitions. For the purpose of this agreement, the following definitions will apply:

a. Intelligence Contractors: Private individuals (including consultants) or organizations under contract to the United States and performing classified services of an intelligence nature in support of the intelligence mission of an organization member of the United States Intelligence Board.

b. Intelligence Material: Any document, product or substance on or in which classified intelligence and intelligence information or classified information pertaining to intelligence activities may be recorded or embodied. "Material" includes everything, regardless of its physical character or makeup; i.e., machinery, documents, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, maps and letters as well as all other products or substances.

c. Release: The visual, oral or physical disclosure of classified intelligence material.

d. Releasing Agency: The organization of the USIB member agency, department, bureau, or commission exercising jurisdiction over the contract.

3. Procedures: Intelligence material originating within or controlled by a member agency of USIB may be released by another member agency to its intelligence contractors without referral to the originating or controlling agency (hereafter referred to as the "originating" agency) provided all of the following conditions are met:

a. Agencies releasing intelligence material to intelligence contractors shall maintain a record of the material released and shall report such releases to the originating agencies upon request.

b. Intelligence material released to an intelligence contractor does not become the property of the contractor and can be withdrawn

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from the contractor at any time. Upon expiration of the contract, the releasing agency shall assure that all intelligence materials released under authority of this agreement and all other materials of any kind incorporating data from such intelligence materials are returned to the releasing agency for final disposition.

c. Intelligence materials which are otherwise releasable under this agreement but which bear the stamp "Restricted Data", shall be released to intelligence contractors only on condition that the releasing agency shall have determined that the facility and all individuals concerned are cleared under applicable security regulations for access to "Restricted Data".

d. Intelligence contractors receiving intelligence material will not release the material (a) to any activity or individual of the contractor's organization not directly engaged in providing services under the contract, nor (b) to another contractor (including a sub-contractor), government agency, private individual or organization without the consent of the releasing agency.

e. Intelligence material will not be released to foreign nationals who may be intelligence contractors or employees of intelligence contractors, regardless of their level of security clearance, except with the specific permission of the originating agency.

f. Contractors shall be required to maintain such records as will permit them to furnish on demand, the names of individuals who have had access to intelligence materials in their custody.

g. Channels of communication between intelligence contractors and USIB member agencies shall be controlled by the releasing agency.

h. The releasing agency shall comply with all aspects of security regulations applicable to contractors. (Some of the procedures in paragraphs a through h above are also required by security regulations of member agencies of USIB, but have been included in this agreement for special emphasis as they apply to intelligence material.)

i. Agencies releasing intelligence materials to contractors will insure that the limitations imposed upon the contractor by applicable security regulations and by this agreement are a part of the contractual instrument between the contractor and the releasing agency.

j. Exceptions: The following intelligence materials will not be released to intelligence contractors without the permission of the originating agency:

(1) Materials classified TOP SECRET.

(2) Counter-intelligence materials or that material concerning individuals, groups, organizations, situations and trends involving actual or potential espionage, sabotage, subversion or sedition.

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- (3) Classified materials marked for handling in special dissemination channels.
- (4) Materials produced as a result of activities described in NSCID-6.
- (5) National Intelligence Estimates and Special National Intelligence Estimates.
- (6) The following CIA-produced materials:
  - Current Intelligence Digest
  - Current Intelligence Weekly Summary
  - The OCI Handbook (Office of Current Intelligence Handbook)
  - Studies in Intelligence
  - Report Projects in the IP & MP series, produced by the CIA Office of Research and Reports (ORR)
- (7) Intelligence materials produced by J-2, Joint Chiefs of Staff.
- (8) Materials originated or controlled by the Department of State or the Foreign Service of the United States.
- (9) Materials which by reason of sensitivity of content bear special markings (such as contained in DCID 11/2) or warnings which direct limited dissemination or which specifically prohibit dissemination to contractors.
- (10) In addition, the releasing agency shall withhold materials which are identified as containing intelligence revealing sensitive and/or covert collection operations, sources or techniques, and materials which pertain to or reveal positions, policies, plans or intelligence operations of a member agency of USIB, including collection operations, sources or techniques.

4. Amendments to the categories of exceptions shall be submitted by the originating agency to the Committee on Documentation for action.

Chairman  
Committee on Documentation  
United States Intelligence Board